

Article - Real Property

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§14–109.

(a) The District Court has jurisdiction in any case in which it appears that the grantor has remained in possession of the property, in violation of a written agreement to deliver possession at a time stated in the agreement, after delivery of a deed for the property. If the grantor fails or refuses to surrender the premises in accordance with the agreement, the grantee may complain in writing to the District Court in the county where the premises are located. The court immediately shall issue a summons to the grantor commanding him to appear on the day named to show cause why possession of the premises in dispute should not be granted to the grantee. Notwithstanding any contrary provision of law or local law, if the court finds that the facts set forth in the complaint are true, it shall give judgment for immediate possession, and the court shall issue its warrant to the sheriff commanding him to deliver possession of the premises to the grantee.

(b) Any person who feels aggrieved by a judgment under the provisions of this section, may appeal on giving notice within ten days after the judgment is given. If the appellant is the grantor, the notice of appeal shall be accompanied by an affidavit, that an appeal is not taken for delay, and by a bond. The bond shall be conditioned that he will prosecute the appeal with effect, and will pay all costs in the case before the District Court and appellate court if judgment is in favor of the grantee, and all loss or damage which the grantee suffers by reason of the grantor's remaining in possession. The bond also shall provide that the grantor may retain possession of the premises until the determination of the appeal.

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